



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUG 27 2010

**VIA ELECTRONIC MAIL
and FIRST CLASS MAIL**

**Christopher DeLacy, Esq.
Holland & Knight
2099 Penn Ave., N.W., Suite 100
Washington, D.C. 20006
Email: chris.delacy@hklaw.com**

**RE: MUR 6054
1099 L.C. d/b/a Venice Nissan
Donald M. Caldwell
Brad S. Combs
Jason A. Martin
William F. Mullins
Jack Prater
Marvin L. White**

Dear Mr. DeLacy:

On August 24, 2010, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your clients, 1099 L.C. d/b/a Venice Nissan and Donald M. Caldwell, in settlement of violations of 2 U.S.C. §§ 441f and 441a(a), provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). Also on August 24, 2010, the Commission determined to take no further action as to your client, Brad S. Combs. Accordingly, the file has been closed in this matter as it pertains to Venice Nissan and Messrs. Caldwell and Combs. Finally, the Commission determined on August 24, 2010 to close the file in this matter as it pertains to your clients Jason A. Martin, William F. Mullins, Jack Prater, and Marvin L. White.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed. Once the entire matter is closed with respect to all respondents, documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public.

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without the written consent of the respondent and the Commission. *See* 2 U.S.C.
§ 437g(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files.
Please note that the civil penalty is due within 30 days of the conciliation agreement's effective
date. If you have any questions, please contact me at (202) 694-1341.

Sincerely,



Michael A. Columbo
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
1099 L.C. d/b/a Venice Nissan) MUR 6054
)
Donald M. Caldwell)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn and notarized complaint by Citizens for Responsibility and Ethics in Washington ("CREW"), Carlo Bell, and David J. Padilla. An investigation was conducted, and the Federal Election Commission ("Commission") found probable cause to believe that 1099 L.C. d/b/a Venice Nissan ("VN") and Donald M. Caldwell ("Caldwell") (together, "Respondents") violated 2 U.S.C. § 441f and that VN violated 2 U.S.C. § 441a(a).

NOW, THEREFORE, the Commission and the Respondents, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding.
- II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondents enter voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:
 1. VN is a car dealership located in Venice, Florida, that was organized in 1999 as a limited liability company that is taxed as a partnership. In 2005, Vernon G. Buchanan owned 53% of VN through a company called 1099 LC Management. Shelby Curtsinger owned 33% of VN, Kevin Brodsky owned 10% of VN, and Donald Caldwell owned 4% of VN. Buchanan was

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not involved in the day-to-day operation of VN. Shelby Curtsinger was the owner-operator on premises.

2. Donald Caldwell was the VN General Sales Manager in 2005 and reported directly to Curtsinger.

3. In September 2005, Carlo Bell was the VN Finance Director and worked under Caldwell's supervision.

4. In September 2005, Jack Prater was the VN Dodge Sales Manager and worked under Caldwell's supervision.

5. In September 2005, Jason Martin was the VN Finance Manager and worked under Caldwell's supervision.

6. In September 2005, William Mullins was the VN new car sales manager and worked under Caldwell's supervision.

7. In September 2005, Marvin White was the VN used car manager and worked under Caldwell's supervision.

8. In 2005, Buchanan began his campaign for the 2006 election to Congress in Florida's 13th Congressional District. His principal campaign committee was Vern Buchanan For Congress ("VBFC").

9. The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits any person from making a contribution in the name of another and from knowingly permitting his or her name to be used to make such a contribution. 2 U.S.C. § 441f. Section 441f also applies to any person who knowingly helps or assists any person in making a contribution in the name of another. 11 C.F.R. § 110.4(b)(1)(iii).

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10. During the 2005-2006 election cycle, a person could contribute no more than \$2,100 to a candidate and his or her authorized committee per election. See 2 U.S.C. § 441a(a)(1)(A).

11. On September 16, 2005, Caldwell verbally requested and obtained \$5,000 cash from the VN accounting office. The VN accounting record for the VN check that was cashed to provide those funds to Caldwell does not indicate its purpose.

12. Caldwell used the \$5,000 he obtained on September 16, 2005, to provide \$1,000 cash each to Carlo Bell, Jack Prater, William Mullins, Marvin White, and Jason Martin that same day. Carlo Bell averred that Caldwell explained that he would give Prater, Martin, and him \$1,000 cash each in exchange for their writing \$1,000 checks to VBFC. In their sworn statements and testimony, Caldwell, Prater, Martin, Mullins, and White denied that Caldwell offered to reimburse Bell, Prater, Martin, Mullins, or White's contributions.

13. Prater, Martin, White, and Mullins contributed to VBFC the same day that Caldwell provided them with the \$1,000 cash; their contributions were made through personal checks, and they were all checks for \$1,000. Bell wrote a \$1,000 contribution check to VBFC the following day. VBFC disclosed receiving the contributions of Bell, Prater, Martin, White, and Mullins on September 28, 2005.

14. The Commission concludes that VN records and testimonial evidence support Bell's allegations that the cash payments were reimbursements for contributions and do not support Respondents' assertions that the cash payments to Bell, Prater, Martin, White, and Mullins were legitimate bonuses. Respondents contend that the cash payments from Caldwell to

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Bell, Prater, Mullins, White, and Martin were legitimate "Fast Start" bonuses and not reimbursements for their contributions.

15. The Commission has evidence that is sufficient to demonstrate that there is probable cause to believe that, by giving \$1,000 to Carlo Bell, Jack Prater, William Mullins, Marvin White, and Jason Martin, VN and Caldwell made contributions to VBFC in the names of Bell, Prater, Mullins, White, and Martin in violation of 2 U.S.C. § 441f, and, therefore, that VN made an excessive contribution by contributing more than \$2,100 per election to VBFC.

V. For the sole purpose of settling this matter and to avoid litigation, without admitting or denying the Commission's conclusions, Respondents will not contest that they violated 2 U.S.C. § 441f by making contributions in the name of another and that respondent VN violated 2 U.S.C. § 441a(a) by making contributions to Vern Buchanan for Congress that exceeded \$2,100 per election.

VI. Respondents will take the following actions:

1. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Eleven Thousand dollars (\$11,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).
2. Respondents will refrain from violating 2 U.S.C. § 441f by making contributions in the name of another, and Respondent VN will refrain from violating 2 U.S.C. § 441a(a) by making contributions that exceed the applicable contribution limitations.
3. Respondent VN will waive the right to any refund of all political contributions from Vern Buchanan for Congress and will request that Vern Buchanan for

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Congress disgorge all contributions referenced in this agreement, which have not been previously refunded or disgorged, to the United States Treasury.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral,

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1099 L.C. d/b/a Venice Nissan
Donald M. Caldwell

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made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Thomasenia P. Duncan
General Counsel

BY: Kathleen M. Guith
Kathleen M. Guith
Acting Associate General Counsel
for Enforcement

8/27/10
Date

FOR RESPONDENT 1099 L.C. D/B/A VENICE NISSAN:

Shelby S. Gutsinger
Shelby S. Gutsinger
VP GM

8/10/10
Date

FOR RESPONDENT DONALD M. CALDWELL:

Donald M. Caldwell
Donald M. Caldwell

8/10/10
Date

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